

U.S. GOVERNMENT PUBLISHING OFFICE
Dallas, TX

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS
For the Procurement of

Pub. 11813 Road Map Booklet (English)

As requisitioned from the U.S. Government Publishing Office (GPO) by the
Dept. Of Health and Human Service/Centers For Medicare & Medicaid Services

BID OPENING: Bids shall be publicly opened at 2:00 PM (CST), prevailing Dallas, TX time, on September 20, 2016.

For information of a technical nature call Rachel Trussell at (214) 767-0451, Ext. 4.

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. 8-02)).

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at www.gpo.gov/pdfs/vendors/contractdisputes.pdf. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

OFFERS: To submit a bid, the bidder must return a signed, completed, GPO Form 910. GPO Form 910 can be downloaded at <http://www.gpo.gov/pdfs/vendors/sfas/bids910.pdf>. Envelopes containing bids must be identified with the designation "BID ENCLOSED", THE JACKET NUMBER AND THE BID OPENING TIME AND DATE.

Facsimile bids are acceptable. Only submit bids for a single bid jacket per fax transmission. Telegraphic, voice telephonic, other electronic, or mailgram bids are not acceptable. Refer to GPO Contract Terms (GPO Pub. 310.2). Facsimile bids must include the **Schedule of Prices page 6, and GPO Form 910**. Submit bids to: Fax 214-767-0456, or send to U.S. Government Publishing Office, 1100 Commerce Street, Suite 731, Dallas, TX 75242.

Bids must be received no later than the exact date and time specified.

PAYMENT: Submit all vouchers to: Comptroller FMCE, Office of Financial Management Services, U.S. Government Publishing Office, Washington, DC 20401. For instructions on preparing your voucher visit GPO's website at <http://www.gpo.gov/vendors/payment.htm>.

TO EXPEDITE PAYMENT FROM GPO, USE THE BAR CODE COVER SHEET. If the bar code cover sheet is used, fax the voucher and the bar code cover sheet to 202-512-1851 in lieu of the fax number listed above.

REFER TO THE FOLLOWING WEB PAGES FOR INSTRUCTIONS.

BarCode Cover Sheet: <http://winapps.access.gpo.gov/fms/vouchers/barcode/instructions.html>

Getting Paid Quickly: <http://www.gpo.gov/vendors/payment.htm#billing>

GPO Billing Instructions: <http://www.gpo.gov/vendors/billing.htm>

COMPLIANCE REPORTING:

Contractors are to report information regarding each order for compliance reporting purposes and include date of delivery (or shipment if applicable) for delivery schedules in accordance with the contract requirements by faxing to Evelyn Whitehead at efaxdallas@gpo.gov or at 800-865-5193. Personnel receiving the fax will be unable to respond to questions of a technical nature.

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing Attributes -- Level III.
- (b) Finishing Attributes -- Level III.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests -- General Inspection Level I.
- (b) Destructive Tests -- Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7 Type Quality and Uniformity	O.K. Proofs
P-10. Process Color Match	Electronic Media

NOTE: Booklets must be printed via OFFSET printing on a minimum 4-color press with a single pass. Digital printing is not acceptable.

PRODUCTS: Saddle Stitched Booklets

TITLE: Publication 11813 (8-16) Road Map Booklets

QUANTITY: 566,269copies
Plus one sample to GPO – Dallas

PRINTING: Covers 1 – 4 and 44 text pages printing in four color process consisting of type, lines, illustrations, reverses. Prints face and back, head to head, bleeds all sides, close registration. After printing, Gloss aqueous coat covers 1 and 4.

BINDING: Saddle stitch in 2 places on the left 8-1/2" side.

TRIM SIZE: 5-1/2 X 8-1/2"

GOVERNMENT TO FURNISH:

DVD, GPO Form 952 and laser visuals, and Excel distribution list.

NOTE: Contractor must email rt russell@gpo.gov to receive two (2) distribution lists. Distribution lists are NOT included as attachments to this solicitation. Delivery to ALL destinations must be included in your bid.

Electronic Media: Files supplied - Adobe PDFs created using Adobe InDesign CS5, all fonts are embedded, all bleeds are included, and graphics are linked.

Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage or data corruption that might interfere with proper file image processing must be reported to your contract administrator.

The contractor shall create/alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

PROOFS:

Contractor to submit one Press Quality PDF soft proof (for content only) using the same Raster Image Processor (RIP) that will be used to produce the final printed product. PDF proof will be evaluated for text flow, image position, and color breaks. Proof will not be used for color match. Contractor must call Tom Bacon at 214-767-0451 x1 to confirm receipt.

Email proofs on or before September 23, 2016.

The proofs will be checked for quality and compliance with these specifications, approved or approved with comments and the contractor will be notified within TWO (2) working days after receipt. If, in the opinion of the GPO and/or Department, the proofs are not a true representation of the furnished copy, or contain noticeable defects they will be rejected must be corrected and reproofed at no additional expense to the Government. The schedule stated elsewhere in these specifications CANNOT be extended to allow for such reproofing.

Email proofs to clinton.howard@cms.hhs.gov; contractor must also copy contract administrator at rt russell@gpo.gov. GPO jacket number 647-709 must appear on all correspondence.

If the contractor cannot provide an acceptable set of PDF proofs by this date or within a reasonably sufficient time to allow for proof review and printing BEFORE THE ESTABLISHED DELIVERY DATE, he/she may be required to show cause as to why the contract should not be terminated for default.

CONTRACTOR MUST NOT PRINT PRIOR TO RECEIVING AN "OK TO PRINT"

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated March 2011.

TEXT: White Dull Coated Book, Basis Weight: 70 lb., equal to JCP A260.

COVERS: White Litho Coated Cover, Basis Weight 100 lb., equal to JCP L10.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): Divided into 200 equal sublots. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed. These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list to the Department. A copy of the PRINT ORDER/SPECIFICATION and a signed Government-furnished certificate of selection must be included. A copy of the Government-furnished certificate must accompany the voucher sent to GPO for payment. Failure to furnish the certificate may result in delay in processing the voucher.

PACKING: Band in pack in units of 50 (or derivatives thereof for quantities not divisible by 50). Pack to prevent damage in transit.

ICN and Publication Numbers must appear on all cartons, as follows:

ICN# 909019 and Pub. #11813 (8-16)

For all WALMART® store deliveries, address as follows:

4,629 Addresses

Pharmacy Manager, Store #
Manager Name (if available)
Address
City, State, Zip

26 Addresses

Store Manger, Store #
Manger Name (if available)
Address
City, State, Zip

DISTRIBUTION: Contractor must notify the ordering agency on the same day that the product ships/delivers via e-mail sent to clinton.howard@cms.hhs.gov and rtrussell@gpo.gov. The subject line of this message shall be "Distribution Notice for Jacket 647-709/REQ: CMS 6-00249". The notice must provide all applicable tracking numbers, shipping method, and Title. Contractor must be able to provide copies of all delivery, mailing, and shipping receipts upon agency request.

All expenses incidental to picking up and returning materials, and furnishing samples must be borne by the contractor. Also, refer to Articles 5 and 6, Supplemental Specifications, GPO Contract Terms, Publication 310.2, revised June 2001.

F.O.B. DESTINATION:

All shipments must be made by traceable means. Inside delivery required. SEE DELIVERY DATES BENEATH EACH ADDRESS.

Centers for Medicare & Medicaid Services
Attn: Receiving Clerk (410-786-2948)
7500 Security Blvd.
Baltimore, MD 21244-1850-----100,000 copies (includes 200 Blue Label Copies)
Deliver 50,000 on or before 10/7/16; balance on or before 10/21/16.

Centers for Medicare & Medicaid Services
Attn: Christine Crawford S1-11-16 (410-786-1887)
7500 Security Blvd.
Baltimore, MD 21244-1850 -----2 copies
Deliver on or before 10/7/16.

CMS
Attn: Clint Howard SLL-11-17 (410-786-1962)
7500 Security Blvd.
Baltimore, MD 21244 -----2 copies and return all GFM under a separate cover.
Deliver on or before 10/7/16.

U.S. Government Publishing Office
1100 Commerce Street, Suite 731
Dallas, TX 75242
-----1 copy as inspection sample. M/F Sample/647-709/rt
Deliver on or before 10/7/16.

Deliver 90 copies each to seven (7) US destinations, zip codes as follows: 30034, 48221, 76123, 77450, 33154, 10128, 20705. **Deliver on or before 10/7/16.**

Deliver 135 copies to one (1) US destination, zip code as follows: 91344. **Deliver on or before 10/7/16.**

Deliver 100 copies each to 4,655 US destinations (Walmart® Stores).
NO EARLIER THAN 10/17/16, NO LATER THAN 10/21/16.

SCHEDULE:

Award will be made and purchase order issued by September 21, 2016.

Proofs due to customer 09/23/16.

Deliver 50,679 copies by 10/7/16: 1/2 CMS Warehouse quantity, plus 4 copies, plus 765 copies to 8 locations, plus GPO sample copy.

Deliver balance to CMS warehouse by 10/21/16.

Deliver 465,500 to Walmart® stores not before 10/17/16, no later than 10/21/16.
All bidders must submit a **total bid price** for the complete project based on the stated estimates. Bidder must fill out the Schedule of Prices and return it attached to the GPO Bid Form 910.

TOTAL BID PRICE \$ _____

ADDITIONAL RATE \$ _____ **PER 1,000**

Fill out and return one copy of Schedule of Prices, Page 5, attached to GPO Form 910.

SUBMIT BIDS TO: U.S. Government Publishing Office, 1100 Commerce Street, Suite 731, Dallas, TX 75242. **FACSIMILE BIDS are permitted. Submit one copy of facsimile bid to FAX No. 214-767-0456, one bid per facsimile.** Refer to Solicitation Provisions in GPO Contract Terms (GPO Publication 310.2), Page 1, Paragraph 6.

GPO Form 910
(R 8-01) P.57021-4
Part 1
ORIGINAL

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) will be made from: City _____, State _____

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. _____ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. _____

BID _____

Additional _____ Rate _____

Discounts are offered for prompt payment as follows: _____ percent, _____ calendar days.
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) _____

In compliance with the above, the undersigned agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

COMPANY SUBMITTING BID

PERSON AUTHORIZED TO BID

Company _____ Name _____

Address _____ Title _____

City _____ State _____ Zip _____ Signature _____

GPO Contractor Code (if known) _____ Date _____

Telephone Number _____ Facsimile Number _____

Contracting Officer Review _____ Date _____ Certifier _____ Date _____
(Initials) (Initials)

Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

REPRESENTATIONS.

R-1. Small business. By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

CERTIFICATIONS.

C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-4. Certificate of Independent Price Determination. Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that-

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (Jan. 1999). By submission of a bid-

(a)(1) The offeror certifies, to the best of its knowledge and belief, that-

(i) The offeror and/or any of its principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C.

1001.